1221.

SUPREME COURT OF THE UNITED STATES.

No. ~~102.~~ 61.

THE UNITED STATES, PLAINTIFF IN ERROR,

VERSUS

WALTER JONES, ADMINISTRATOR DE BONIS NON OF BENJAMIN G. ORR.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE COUNTY OF WASHINGTON, D. C.

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DISTRICT OF COLUMBIA, *sct.*

Style of court. At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on first Monday of December, being the fifth day of the same month, in the year of our Lord one thousand eight hundred and thirty-one, and of the independence of the United States of America, the 56th:

Present:

The honorable WILLIAM CRANCH, *Chief Judge.*
BUCKNER THRUSTON, and JAMES S. MORSELL, *Assistant Judges.*
HENRY ASHTON, Esquire, *Marshal.*
WILLIAM BRENT, *Clerk.*

In the record of proceedings of the same court, among others are the following, to wit:

Parties. THE UNITED STATES,
against
WALTER JONES, administrator de bonis non of BENJ. G. ORR.

Be it remembered, that heretofore, to wit, on the sixth day of April, in the year of our Lord one thousand eight hundred and twenty-one, the said United States, by Thomas Swann, esquire, their attorney, prosecuted and sued forth out of the circuit court here the United States' writ of capias ad respondendum, directed to the marshal of the District of Columbia, in the words and of the tenor following, to wit:

DISTRICT OF COLUMBIA, *to wit:*

Capias ad respondendum. The United States of America to the marshal of the District of Columbia, greeting:

We command you that you take Benjamin G. Orr, late of Washington county, if he shall be found within the county of Washington, in your said District, and him safely keep, so that you have his body before the circuit court of the District of Columbia, to be held for the county aforesaid, at the city of Washington, on the second Monday of April next, to answer unto the United States of America of a plea that he render to the said United States sixty thousand dollars lawful money of the United States, which to them he owes, and from them unjustly detains, &c.

Hereof fail not at your peril, and have you then and there this writ.

Witness, Wm. Cranch, esquire, chief judge of our said court, at the city of Washington, the 25th day of January, Anno Domini one thousand eight hundred and twenty-one.

Issued the 6th day of April, 1821.

WM. BRENT, *Clk.*

SWANN.

And the said United States, by their attorney aforesaid, on the day of prosecuting and suing forth of the aforesaid writ, declared against the said Benjamin G. Orr, in the plea aforesaid, in form following, to wit:

WASHINGTON COUNTY, *to wit:*

Benjamin G. Orr, late of the county aforesaid, gentleman, was summon-

ed to answer the United States of America of a plea that he render to the said United States sixty thousand dollars, lawful money of the said United States, which to them he owes and from them unjustly detains; and wherefore, the said United States, by Thomas Swann, their attorney, complain—That, whereas, the said Benjamin, on the twenty-first day of November, in the year of our Lord one thousand eight hundred and sixteen, at the county aforesaid, by his certain writing obligatory, sealed with his seal, and to the court now here shown, the date whereof is on the same day and year aforesaid, did acknowledge himself to be held and firmly bound to the said United States in the said sum of sixty thousand dollars, lawful money of the said United States, to be paid to the said United States when the said Benjamin should be thereunto afterwards required.

Nar.

Nevertheless, the said Benjamin, although often required, the said sum to the said United States hath not paid, but the same to them to pay hath altogether refused, and still doth refuse, to the damage of the said United States of sixty thousand dollars.

SWANN, *for the United States.*

J. Doe, } *pledges of prosecution.*
R. Roe, }

A copy of which said declaration was made and sent with the writ to the marshal of the District aforesaid, thereon endorsed, "to be served on the defendant with the writ."

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-one, being the day of the return of the aforegoing writ, come into the circuit court here the said United States by their attorney aforesaid; and the marshal of the District aforesaid, to wit, Tench Ringgold, esquire, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here, thus endorsed, to wit: "Cepi, copy nar. left—T. Ringgold, marshal."

April term, 1821.

Return of writ.

Appearance of defendant.

And the said Benjamin G. Orr being called, appears in court here, by Walter Jones, esquire, his attorney; and, thereupon, on motion of the United States, by their attorney aforesaid, it is ruled by the court here that the said Benjamin G. Orr answer to the declaration aforesaid of the United States, in the plea aforesaid, or judgment by the court here will be entered against him in default thereof; and the said Benjamin G. Orr, by his attorney aforesaid, defends the force and injury, when and so forth, and prays leave of the court here to imparle until the first Monday of October next, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, and to him it is granted: the same day is given to the said United States also.

Rule, plea, and imparlance.

October term, 1821.

At which said first Monday of October, in the year of our Lord one thousand eight hundred and twenty-one, to which said day the said Benjamin G. Orr had leave to imparle, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Benjamin G. Orr, by his attorney aforesaid, and the said Benjamin G. Orr, by his attorney aforesaid, as before, defends the force and injury, when and so forth, and prays leave of the court here further to imparle until the second Monday of April next, and

Appearance of parties, and further imparlance.

then to answer the declaration aforesaid of the said United States in the plea aforesaid, and to him it is granted: the same day is given to the said United States also.

April term, 1822.

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-two, to which said day the said Benjamin G. Orr had leave further to imparle, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, come again into the circuit court here the said United States, by their attorney aforesaid, and the said Benjamin G. Orr doth not come; and the said United States, by their attorney aforesaid, suggest to the court here that, after the last continuance of the plea aforesaid, and before this day, the said Benjamin G. Orr departed this life, and the same is not denied; whereupon, on motion of the said United States, by their attorney aforesaid, it is ordered by the court here that a summons be forthwith issued, returnable to the first Monday of October next, directed to a certain Elizabeth Orr, late of the county aforesaid, administratrix of all and singular the goods and chattels, rights and credits, which were of the said Benjamin G. Orr at the time of his death, commanding the said Elizabeth Orr to be and appear before the circuit court here on the said first Monday of October next, to defend the action aforesaid, according to the act of assembly in such case made and provided; and such summons accordingly issues, and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and defendant's death suggested.

Summons ordered for administratrix.

October term, 1822.

At which said first Monday of October, in the year of our Lord one thousand eight hundred and twenty-two, come again into the circuit court here, the said United States, by their attorney aforesaid, and the marshal of the district aforesaid makes return of the said summons to the court here, thus endorsed, to wit, "summoned, T. Ringgold, marshal;" and the said Elizabeth Orr, in pursuance of such summons, by Walter Jones, esquire, her attorney, comes also into court here, and defends the force and injury, when and so forth, and prays leave of the court here to imparle until the second Monday of April next, and then to answer to the declaration aforesaid of the said United States, in the plea aforesaid, and to her it is granted: the same day is given to the United States, also.

Return of summons.

Appearance of Elizabeth Orr, administratrix.

April term, 1823.

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-three, to which said day the said Elizabeth Orr, administratrix as aforesaid, had leave to imparle, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here, is continued until the first Monday of October next.

Appearance of parties, and continuance.

October term, 1823.

At which said first Monday of October, in the year of our Lord one thousand eight hundred and twenty-three, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, admin-

Appearance of parties, and continuance.

istratrix as aforesaid, by her attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the second Monday of April next.

April term, 1824.

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-four, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the third Monday of December next.

December term, 1824.

At which said third Monday of December, in the year of our Lord one thousand eight hundred and twenty-four, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys, and by order of the court here thereon, is further continued until the first Monday of May next.

May term, 1825.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-five, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the third Monday of December next.

December term, 1825.

At which said third Monday of December, in the year of our Lord one thousand eight hundred and twenty-five, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

May term, 1826.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-six, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of December next.

December term, 1826.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-six, come

Appearance of parties, and continuance.

again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

May term, 1827.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-seven, come again into the circuit court here, the said United States, by their attorney aforesaid; and the said Elizabeth Orr, administratrix as aforesaid, doth not come; and the said United States, by their attorney aforesaid, suggest, that, after the last continuance of the plea aforesaid, and before this time, the said Elizabeth Orr, administratrix as aforesaid, departed this life, and the same is not denied; whereupon, on motion of the United said States, by their attorney aforesaid, it is ordered by the court here that a summons be forthwith issued, returnable to the next term, directed to a certain Walter Jones, late of the county aforesaid, administrator de bonis non of the said Benjamin G. Orr, commanding the said Walter Jones to be and appear before the circuit court here on the first Monday of December next, to defend the action aforesaid: and such summons issues accordingly; and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and Elizabeth Orr's death suggested.

Summons ordered for administrator de bonis non.

December term, 1827.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-seven, come again into the circuit court here, the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of May next, to defend the action aforesaid; and such summons issues accordingly; and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and summons again ordered for administrator de bonis non.

May term, 1828.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-eight, come again into the circuit court here, the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of December next, to defend the action aforesaid; and such summons issues accordingly; and the same day is given to the United States, then and there, &c.

Appearance of plaintiffs, and summons again ordered for administrator de bonis non.

December term, 1828.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-eight, come

Appearance of plaintiffs, and summons again ordered for the administrator de bonis non.

again into the circuit court here, the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of May next, to defend the action aforesaid; and such summons accordingly issues; and the same day is given to the said United States, then and there, &c.

May term, 1829.

Appearance of plaintiffs, and summons again ordered for the administrator de bonis non.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-nine, come again into the circuit court here the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of December next, to defend the action aforesaid; and such summons accordingly issues; and the same day is given to the said United States, then and there, &c.

December term, 1829.

Appearance of plaintiffs and administrator de bonis non.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-nine, come again into the circuit court here, the said United States, by their attorney aforesaid; and now here also comes the said Walter Jones, administrator de bonis non as aforesaid of the said Benjamin G. Orr, by his attorney, in pursuance of the said summons.

Oyer of obligation prayed.

And the said defendant defends the wrong and injury, when, &c.; and prays oyer of the writing of obligation in the declaration mentioned; and it is read to him in these words, to wit:

Oyer of obligation.

"Know all men by these presents, that we, Benjamin G. Orr, of the District of Columbia, Alexander McCormick and William O'Neale, of the same District, are held and firmly bound unto the United States of America, in the sum of sixty thousand dollars lawful money of the said United States, to be paid to the said United States; for which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, for and in the whole, jointly and severally, firmly by these presents. Sealed with our seals, dated the twenty-first day of November, in the year of our Lord one thousand eight hundred and sixteen, and in the forty-first year of the independence of the said States."

Oyer of condition prayed.

And the said defendant prays oyer of the condition of the said writing obligatory; and it is read to him in these words, to wit:

Oyer of condition.

"The condition of this obligation is such, that, if the above bounden Benjamin G. Orr, his heirs, executors, or administrators, or any of them, shall and do in all things, well and

truly observe, perform, fulfil, accomplish, and keep all and singular the covenants, conditions, and agreements, whatsoever, which on the part and behalf of the said Benjamin G. Orr, his heirs, executors, or administrators, are or ought to be observed, performed, fulfilled, accomplished, and kept, comprised or mentioned in certain articles of agreement or contract, bearing date twenty-first day of November, 1816, made between George Graham, acting Secretary of War, and the said Benjamin G. Orr, concerning the supply of rations to the troops of the United States within the Mississippi Territory, the State of Louisiana, and their vicinities north of the Gulf of Mexico, according to the true intent, meaning, and purport, of the said articles of agreement or contract, then the above obligation to be void; otherwise, to remain in full force and virtue."

Oyer of articles of agreement prayed.

And the said defendant also prays oyer of the articles of agreement referred to in said condition, and the same is read to him in these words, to wit:

Articles of agreement.

"Articles of agreement, made on the 21st day of November, Anno Domini one thousand eight hundred and sixteen, between George Graham, acting Secretary for the Department of War of the United States of America, of the one part, and Benjamin Grayson Orr, of the District of Columbia, of the other part.

This agreement witnesseth, that the said George Graham, for and on behalf of the United States of America, and the said Benjamin G. Orr, his heirs, executors, and administrators, have mutually covenanted and agreed, and by these presents do mutually covenant and agree, to and with each other, as follows, viz.

First. That the said Benjamin G. Orr, his heirs, executors, or administrators, shall supply and issue all the rations, to consist of the articles hereinafter specified, that shall be required of him or them, for the use of the United States, at all and every place or places where troops are or may be stationed, marched, or recruited, within the limits of the Mississippi Territory, the State of Louisiana, and their vicinities, north of the Gulf of Mexico, thirty days' notice being given of the post or place where rations may be wanted, or the number of troops to be furnished on their march, from the first day of June, one thousand eight hundred and seventeen, until the thirty-first day of May, one thousand eight hundred and eighteen, both days inclusive, at the following prices, that is to say: For every complete ration issued at Natchez and Fort Washington, the price thereof shall be thirteen cents seven and a half mills. At Baton Rouge, New Orleans, and Fort St. Johns, fourteen cents seven and a half mills At Fort St. Philips, Petitte Coquelle, Pass Christian, Forts Charlotte, Stoddert, and Mobile, at fifteen cents. At Fort Claiborne, Natchitoches, and Deposite, fifteen cents five mills. And at all other places within the State of Louisiana, Mississippi Territory, and their vicinities, north of the Gulf of Mexico, the price to be augmented according to the difficulty of supply. Where the price of the ration is thirteen cents seven and a half mills, the prices of the component parts thereof shall be, for bread or flour, four cents seven and a half mills; meat, four cents seven and a half mills; liquor, three cents two and a half mills; small parts, one cent. Where the price of the ration is fourteen cents seven and a half mills, the prices of the component parts thereof shall be, for bread or flour, five cents two and a half mills; meat, five cents; liquor, three cents five mills; small parts, one cent. Where the price of the ration is fifteen cents, the

prices of the component parts thereof shall be, for bread or flour, five cents five mills; meat, five cents; liquor, three cents five mills; small parts, one cent. Where the price of the ration is fifteen cents five mills, the prices of the component parts thereof shall be, for bread or flour, five cents five mills; meat, five cents five mills; liquor, three cents five mills; small parts, one cent. The prices of the component parts of the small parts of the ration shall be, twenty cents per pound for candles, ten cents per pound for soap, four cents five mills per quart for vinegar, and six cents per quart for salt.

Second. That the ration to be furnished and delivered by virtue of this contract shall consist of the following articles, viz. one pound and a quarter of beef, or three quarters of a pound of pork; eighteen ounces of bread or flour; one gill of rum, whiskey, or brandy; and at the rate of two quarts of salt, four quarts of vinegar, four pounds of soap, and one pound and a half of candles, to every one hundred rations.

It is understood, that it shall be at the option of the general, or officer commanding an army or a military department, in all cases not otherwise provided for by this contract, to direct when, and how often, fresh or salt meat shall be issued, by general orders, to be promulgated a reasonable time before the issue is to commence; that the contractor shall always issue flour two days in every week; and the option of bread or flour, for the remainder of the week, be with the contractor.

Third. That supplies shall be furnished by the said Benjamin G. Orr, his heirs, executors, or administrators, at the fortified places and military posts that are or may be established in the limits aforesaid, upon the requisition of the commandant of the army or a post, in such quantities as shall not exceed what is sufficient for the troops to be there stationed for the space of three months, in advance, in good and wholesome provisions, consisting of due proportions of all the articles forming the ration.

It is understood, that if the contractor shall be required to deposite provisions at one place or post, and shall afterwards be required to move them, to be delivered at another place or post, the expenses of transportation to such other place or post shall be borne by the United States. It is also understood, that all supplies are to be originally delivered at the posts where they may be required, without expense to the United States.

Fourth. That whenever, and as often as the provisions stipulated to be furnished under this contract, shall, in the opinion of the commanding officer of the post or place where they are offered to be issued, be unsound, unfit for use, or of an unmerchantable quality, a survey shall be held thereon, by two disinterested persons, one to be chosen by the commanding officer, and the other by the said Benjamin G. Orr, or his agent, and, in case of disagreement, a third person, to be chosen by mutual consent, who shall have power to condemn such part of the provisions as to them may appear unfit for use. But if the said Benjamin G. Orr or his agent, shall fail or neglect to appoint a person to inspect the said provisions, after reasonable notice in writing, it shall be permitted to the said commanding officer to appoint such persons as he may think proper to inspect the provisions, under oath, with power to condemn as aforesaid. And all provisions condemned by such survey or inspection may be destroyed by the commanding officer.

Fifth. That the commanding general, or person appointed by him, at each post or place, in case of absolute failure or deficiency in the quantity of provisions contracted to be delivered and issued, shall have power to

supply the deficiency by purchase, at the risk and on account of the said Benjamin G. Orr, his heirs, executors, or administrators.

Sixth That all losses sustained by the depredations of an enemy, or by means of the troops of the United States, in articles intended to compose rations, to be issued under this contract, being the property of the contractor, as well as in other property necessarily used in transporting the same, shall be paid for at the contract price of the rations, or the component parts, and at an appraised value of the other articles, on the deposition of one or more creditable characters, and the certificate of a commissioned officer, when the same can be obtained, ascertaining the circumstances of the loss, and the amount of the articles for which compensation is claimed.

Seventh. That escorts and guards for the safety of the provisions, and for the protecting of the cattle against an enemy, shall be furnished whenever, in the opinion of the commanding officer of the army or of any post, to whom application may be made, the same can be done without prejudice to the service, and that the said Benjamin G. Orr, his heirs, executors, or administrators, shall not be answerable for any deficiency of supplies, at any of the said posts or places, if it shall appear, upon satisfactory proof, that such deficiency was occasioned by the want of proper escorts and guards.

Eighth. That, at all stationary posts, proper store-houses shall be provided on behalf of the public for the reception and safe-keeping of the provisions deposited from time to time at such posts respectively, and the contractor shall suffer no loss for want of such stores

Ninth. That the said Benjamin G. Orr, his heirs, executors, or administrators, shall render his or their accounts to the accountant of the Department of War for settlement, at least once in every three months, agreeably to such form as, by the said accountant, may be established, and made known to him or them.

Tenth. That all such advances of money as may be made to the said Benjamin G. Orr, his heirs, exeecutors, or administrators, for and on account of the supplies to be furnished pursuant to this contract, and all such sums of money as the commanding officer of the troops or recruits, that are or may be within the limits aforesaid, may cause to be disbursed, in order to procure supplies, in consequence of any failure on the part of the said Benjamin G. Orr, his heirs, executors, or administrators, in complying with the requisitions herein contained, shall be duly accounted for by him or them, by way of set-off against the amount of such supplies, and the surplus, if any, repaid to the United States immediately after the expiration of the term of this contract, together with an interest at the rate of six per centum per annum from the time of such expiration until the same shall be actually repaid. And that if any balance shall, on any settlement of the accounts of the said Benjamin G. Orr, his heirs, executors, or administrators, be found to be due to him or them, for or on account of the rations which shall be supplied pursuant to this agreement, the same shall immediately be paid. And that no unreasonable or unnecessary delay, on the part of the officers of the United States, shall be given to the settlement of the accounts of the said Benjamin G. Orr, his heirs, executors or administrators. Provided, however, that no member of Congress shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof, the said Acting Secretary of War, for and on behalf of the United States, hath hereunto subscribed his name, and affixed the seal of the War Office of the United States; and the said Benjamin G. Orr hath hereto set his hand and seal the day and year first above written.

[SEAL OF THE WAR DEP'T.]

(Signed) GEO. GRAHAM,
Acting Secretary of War.

(Signed) BENJ. G. ORR. [SEAL.]

Signed, sealed, and delivered, in the presence of
ARCH'D VAN HORN, } *Witnesses to the signing of B. G. Orr.*
JAMES MCCORMICK, }
JACO. LAUB, *witness to the signing of the Acting Sec'y of War.*

Plea of performance.

All which being read and heard, the defendant says the plaintiffs ought not to have or maintain their action aforesaid against him, because he says that the said Orr, in the said condition mentioned, did well and truly perform the said condition, in all things on his part and behalf to be done and performed, according to the tenor and effect, true intent and meaning of the said condition, and this he is ready to verify; wherefore he prays judgment, &c. &c.

Replication.

And the said plaintiffs say that they ought not to be precluded from having and maintaining their action aforesaid against the said Benjamin, now deceased, by any thing alleged by the said defendant in his plea aforesaid; because they say that the said Benjamin, in the said condition mentioned, did not well and truly perform and fulfil the covenants and agreements comprised and mentioned in the articles of agreement referred to in the said condition of the said writing obligatory, but broke the said covenants and agreements in the following instances, to wit:

That although the said United States did advance and furnish to the said Benjamin G. Orr divers large sums of money, at divers times, on account of, and to enable him, the said Benjamin, to carry into effect the said articles of agreement, which said several sums of money amounted altogether to the sum of thousand dollars.

And although the accounts of the said Benjamin G. Orr, in relation to the articles of agreement aforesaid, have been duly and finally settled by the accounting officers of the Government of the United States; and, upon the said settlement, there was found to be due to the United States, from the said Benjamin, the sum of three thousand six hundred and fifty-four dollars and forty-six cents, of which the said Benjamin had due notice. Yet the said Benjamin altogether failed to pay to the said United States the said sum of money, or any part thereof, and the same remains still due and unpaid to the said United States; and this the said United States are ready to verify, &c.

Rejoinder.

And the said defendant comes and says the said Orr did not break the said condition of the said writing obligatory, in manner and form as the said plaintiffs have above, in replying, pleaded and averred; and of this he puts himself upon the country, and the plaintiffs do the like; therefore let a jury thereon appear before the court here immediately, by whom, &c. and who neither, &c. to recognize, &c. because as well, &c. and thereupon for trying the issue aforesaid, it is ordered

Issue joined.

Venire ordered.

by the court here, that twenty persons, from the pannel of petit jurors returned to the court here by the marshal of the District aforesaid, be drawn by ballot, according to the law in such cases made and provided; and thereupon, the twenty persons being so drawn by ballot, and written upon two lists, one of which said lists is delivered to the attorney for each of the said parties, and the attorney for the respective parties having stricken out four persons from the said lists, thereupon the remaining twelve persons being called, come, and are empannelled, and sworn to say the truth in the premises; and whereupon, for certain reasons as well to the court here as to the parties aforesaid appearing, one of the jurors of the jury within mentioned from the pannel aforesaid, is withdrawn by consent of the said parties, and by order of the court here, and the rest of the jurors of that jury are wholly discharged from giving any verdict of and upon the premises within mentioned; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

Jury sworn.

Juror withdrawn.

Cause continued.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and thirty, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of December next.

May term, 1830.

Appearance of parties, and continuance of cause.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and thirty, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

December term, 1830.

Appearance of parties, and continuance of cause.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and thirty-one, come again into the circuit court here, as well the said United States, by their attorneys aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, and by order of the court here thereon, is further continued until the first Monday of December next.

May term, 1831.

Appearance of parties, and continuance of cause.

And now at this day, to wit, the said first Monday of December, in the year of our Lord one thousand eight hundred and thirty-one, come again into the circuit court here as well the said United States, by their attorney aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his attorney aforesaid; and thereupon, for trying the issue afore-

December term, 1831.

Appearance of parties.

Order to empannel jury.

said, it is ordered by the court here that twenty persons from the pannel of petit jurors returned to the court here by the marshal of the District aforesaid, be drawn by ballot, according to the law in such case made and provided; thereupon the twenty persons being so drawn by ballot, and written upon two lists, one of which said lists is delivered to the attorney for the respective parties. and the attorney for each of the said parties having stricken out four persons from the said lists, thereupon the remaining twelve persons being called, come, to wit:

Jurors.

Jury empannelled and sworn.

"Clement McWilliams, Joseph Peck, Henry M. Dungan, Harvey Cruttenden, Richard Harrison, Daniel Ragan, Uriah Hyde, Jos. Helme, Thos. Riley, Elkanah Waters, Wm M. McCauley, and John Mount, who, being empannelled and sworn to say the truth in the premises, upon their oath do say that the said Benjamin G. Orr did well and truly perform the condition of the writing obligatory within mentioned, in all things on his part and behalf to be done and performed, according to the tenor and effect, true intent and meaning of the said condition, as the said Walter Jones, administrator de bonis non, as aforesaid, of the said Benjamin G. Orr, in pleading hath alleged; therefore it is considered by the court here, that the

Verdict of jury for defendant.

Judgment on verdict.

said United States take nothing by their writ and declaration aforesaid, and that the said Walter Jones, administrator de bonis non as aforesaid, go thereof without day, &c.

Memorandum —Before the jurors aforesaid withdrew from the bar of the court here, the said United States, by their attorneys aforesaid, filed in court here the following bills of exceptions, to wit:

Exceptions 1st.

On the trial of this cause, the atty. for the U S. produced and read to the jury the contract or articles of agreement between George Graham, acting Sec'y of War, &c. and the said B G. Orr, dated 21st Nov'r, 1816, and the bond of said Orr, and his sureties, A McCormick and W. O'Neale, of the same date with the condition thereof, being the same contract and bond above set out on oyer of the same. The attorney of the U. S. then produced and read to the jury the account stated by the accounting officers of the Treasury against the said Orr, (all exceptions to the competency of the same being reserved to defendant,) and claimed to recover in this action the balance of $3,654\frac{46}{100}$, in the said account stated; which account, with the authentications of the same, is in the words and figures following: (Copied in page 28 to 54.)

And such being all the evidence offered on the part of the U. States, the counsel for the defendant objected to the competency of the said account to charge the defendant in this action with the said balance so claimed by the United States, and in particular prayed the court to instruct the jury upon the evidence so offered on the part of the U. States, that the said account was incompetent and insufficient, of itself, to establish any of the items of the charges therein contained against the defendant, except the moneys therein charged as received by said Orr on warrants No. 521, 953, 1072, and 2419, which several sums of money defendant admits were paid as charged.

Which instruction the court gave, and the plaintiffs, by their counsel, excepted; and this their bill of exceptions is signed, sealed, and ordered to be enrolled, this 3d April, 1832.

W. CRANCH. [SEAL.]
JAMES S. MORSELL. [SEAL.]

Exception 2d. Which instructions being given as prayed, the defendant further insisted that, upon the said evidence, he was entitled to credit, on the said contract and bond, for the several sums of money credited to said Orr in said account, for provisions and army subsistence supplied by said Orr in execution of said contract; and prayed the court to instruct the jury that defendant ought to be allowed, in this case, the several credits aforesaid—to the giving of which instruction the plaintiffs' counsel objected, unless accompanied by an instruction to the jury that the deft. could not rely on the said acct. and claim the items of credit therein allowed, without making the items of charge therein contained agt. the contractor, also, evidence before the jury. But the court gave the instruction so prayed by the deft.'s counsel, and refused to give the further instruction so prayed by the plffs.' counsel. To which said instruction and refusal the plffs by their counsel, except, and pray the court to sign and seal this bill of exception; which is done accordingly, this 3d of April, 1832.

W. CRANCH. [SEAL.]
JAMES S. MORSELL. [SEAL.]

Benj. G. Orr, under contract for Louisiana, &c., dated 21st November, 1816, in account with the United States.

Dr.				Cr.		
	(A.)			(A.)		
1817.	*To warrant on the Treas'r.*			*By appropriation for subsistence.*		
June 9	For warrant No. 521, received by him on acc't.	$10,000		For amount of provisions issued under his contract aforesaid, from 1st June, 1817, to 31st May, 1818, the period contracted for, including the deposites made at the expiration of said contract, per general abstract on file, viz.—		
Sept. 18	For part 953 do	5,000				
Oct. 6	For do 1072 do	8,500				
1818.						
Feb. 19	For do 1660, favor of R'd. Smith, dated 27th Decr., 1817, and 11th Feb., 1818.	20,000				
April 11	For warrant No. 1904, for the payment of his 2 drfts. favor Alex. McCormick, dated 11th and 17th March, 1818, for $5,000 each	10,000				
May 14	For do No. 2038, being in part of a bill of exchange in favor of Rich'd Smith for $20,000	12,832 78		187,038 comp. rations at N. Orleans, Fort St. John, and Baton Rouge, including deposites at New Orleans and St. John, at 14¾ cts.	27,588 10	
June 22	For do No. 2210, for a bill of exchange favor Rich. Smith, dated June 22d, 1818	4,000		For sundry parts of rations	363 81	
Aug. 1	For do No. 2419, received by him on account	5,000				27,951 91
	For do No. 2420, to Rich'd Smith, per order	8,000		134,486 comp. rations at Pettitte Coquille, Fort St. Philip, Pass Christ'n., and Fort Charlotte, including deposites, at 15 cents	20,172 90	
				For sundry parts of rations	1,595 52	
						21,768 42
	To accounts transferred from		$83,332 78	50,164 comp. rations at Fort Claiborne (Natchitoches,) in-		

the books of the Second Auditor for this sum, standing to his debit under said contract, on the books of the Second Auditor, transferred to his debit on those of this office.	–	45,000
(I.)		
To appropriation for subsistence.		
For amount of provisions received by his agent, Clarke E. Beard, at Fort Montgomery, per receipt dated 6th June, 1817, viz.—114 156/196 barrels flour, cont'g 20,000 rations, at 5¼ cents	1,050	
8,887 pounds bacon, equal to 11,849⅓ do, at 5	592 47	
	1,642 47	
Ded't 12½ for wastage $205 30		
Do on the remaining balance $1437 43/100, equal to 14¾ cents for 9743 rats. at 1 cent 97 43		
	302 73	
	1,339 74	
cluding deposites, at 15½ cts. 7,775 42		
For sundry parts of rations 698 36		
		8,473 78
6,772 comp. rations issued at Natchez and Washington, Mississippi Territory, at 13¾ cents	–	931 15
For amount of provisions issued at the following places, not particularly designated in the contract, here admitted at the contract prices for New Orleans, viz. --215,432 comp. rations, at Camp Ann, Bay of St. Louis, Camp Covington, Camp St. Tammany, Camp Montgomery, Camp Montpellier, Fort Boyer, Fort Crawford, and Camp Big Spring, between 1st June, 1817, and 31st May, 1818, at 14¾ $31,776 22		
Sundry parts of rat's. 7,075 13	38,851 35	
2558 comp. rations issued to Indians employed at said places, at 14¾ $377 31		
Sundry parts of rations 83 64	460 95	39,312 30

(K.) For amount of provisions received by him on 1st June, 1817, from deposites made by the late contractors, Ward & Johnsons, and for which he is accountable, after deducting the allowances for wastage and premium for issuing the same, per account on file	$7,078 40	$8,418 14	(B) For an additional allowance for the cost of transportation on the aforem'd provisions, according to contract, the am't of which, agreeably to accounts and vouchers produced by the contractor, being $15,047 $\frac{65}{100}$, making an increase in the price of the ration of 5 cents 5 $\frac{4}{10}$ mills, per statement on file and adm'd by the Sec'y of War, viz.—on the above amount of $39.-312 $\frac{30}{100}$, equal to 266,512 complete rations at 5 cents 5 $\frac{4}{10}$ mills	–	$14,765 43	
		136,750 92				113,202 99
(L.) For the following provisions received by his agent at Fort Montgomery, being from those shipped at Fort Gadsden, on board the schooner Pearl, by order of Major General Jackson, per receipt dated 16th May, 1818, viz.			For the following provisions placed in deposite at Baton Rouge, at the expiration of his contract, viz.			
68 bbls. flour, cont'g 11,847 $\frac{1}{9}$ rations flour, at 5 $\frac{1}{4}$ cents	621 97		10,000 complete rations, at 14 $\frac{3}{4}$ cents	1,475		
37 bbls. pork, cont'g 9,866 $\frac{2}{3}$ rations meat, at 5 cents	493 32		1,816 rations meat at 5 cts.	90 80		
14 bbls. whiskey, cont'g 11,840 rations whiskey, at 3 $\frac{1}{2}$ cents	414 40		24,069 do flour, at 5 $\frac{1}{4}$ "	1,263 62		
			31,427 do whiskey, 3 $\frac{1}{2}$ "	1,099 94		
			33 lbs. candles, at 20 "	6 60		
			Brought to the debit of C. Griffith.			

1 bbl vinegar, cont'g 120 quarts vin'r, at 4½ cents		5 40
10 boxes soap, 380 pounds soap, at 10 cents		38
4 boxes candles, 96 pounds, at 20 cents.		19 20
		1,592 30
(M.)		
For the following provisions, received at Pensacola by his agent, R. Tankersly, per receipt dated 4th June, 1818, from Lieut. James Scallon, acting Qr. Master, viz.		
74 bbls. and 88 lbs. flour, equal to 12,-970⅔ rations, at 5¼ cents	$680 96	
83 bbls. pork, equal to 22,133⅓ rations, at 5 cents	1,106 67	
14 bbls. whiskey, cont'g 471 gall's, equal to 15,072 rations, at 3½ cents	527 52	
8 bxs. candles, cont'g 428 pounds, at 20 cents	85 60	
27 boxes soap, cont'g 847 pounds soap, at 10 cents	84 70	
590 quarts salt, at 6 cents	35 40	
		4,056 06
		117,259 05
By Benj'n G. Orr, for brigade of militia.		
For amount due him on that account, transferred to his credit in this statement, by authority of the Secretary of War - - - -	–	990 50
By Benj'n G. Orr, for fortifications.		
For amount due him on that account, transferred to his credit in this statement, by authority of the Secretary of War - - - -	–	785 43
(D.)		
By appropriation for subsistence.		
For amount of provisions issued to the troops employed in opening a military road from Nashville towards Lake Ponchartrain, in June, July, and August, 1818, under command of Brevet Major James Dorman, and admit-		

'239.

DR. *Benjamin G. Orr's account against the United States*—Continued. CR.

1,333 pounds, at 10 cents	$133 30			ted by the Secretary of War at the contract price, per general abstract	$711 62
	2,534 05			For an additional allowance on the aforesaid provisions, for the cost of transportation, say 5,474 comp. rations, at 5 cents $5\frac{4}{10}$ mills.	303 26
From which deduct the following, stated by Lieut. Scallon, in his certificate dated at Pensacola, 23d July, 1818, to have been condemned by a board of inspectors as unfit for issue, viz.					1,014 88
14 bbls. flour, cont'g 2,439⅓ rations, at 5¼ cents	128 05			(E.) For the following provisions issued to the troops under command of Col. Arbuckle, on their march from Camp Montgomery, in the Mississippi Territory, to Fort Gaines, from 23d Oct. to 8th Nov. 1817, viz.	
1 bbl. pork, cont'g 266⅔ rations, at 5 cents	13 33			6568 comp. rations, at 14¾ cents	$968 78
	141 38			1107 rat.'s meat, at 5 c.	55 35
		2,392 67		697 " flour, at 5¼ c.	36 59
(P.) For the following provisions, received by his agent, R. Tankersly, at Pensacola, per rec't dated 10th and 18th				1412 " whiskey, at 3½ cents	49 42
				21 rat.'s candles, at 20 c.	4 20
				55 " soap, at 10 c.	5 50
				64 quarts salt, at 6 c.	3 84
				55 " vinegar, at 4½ c.	2 48
					1,126 16

June, 1818, transmitted to this office by Lieut. Sands, per letter of 24th June, 1818, on file, viz.				(F.)			
				For the following provisions delivered at Pensacola to sundry officers, for the subsistence of the troops at that place, per abstract and receipts on file, viz.			
16 bbls. flour, cont'g 2,787⅘ rations, at 5¼ cents	$146 35						
24½ bbls. meat, 3,920 rations, at 5 cents	196						
		342 35					
			4,327 32				
			$141,078 24	71 bbls. pork, containing 18,933⅓ rations, at 5 cents	$946 67		
				66 bbls. flour, containing 11,498⅔ rations, at 5¼ cents	603 68		
				18 bbls. whiskey, containing 19,644 rat.'s at 3½ cents	687 54		
				12 boxes soap, cont'g 754 pds. at 10 cents	75 70		
				4 boxes candles, cont'g 240, at 20 cents	48		
						2,361 59	
						4,502 63	$119,034 98
				(G.)			
				For the following provisions issued at Pensacola, from 4th June to 20th July, 1818, to the troops of the U. S. and Spanish prisoners of war, under command of Col. King, per abstract herewith, viz.			
Amount carried over -		-	$141,078 24				

To amount brought over -	-	$141,078 24	25,920 comp. rations, at 14¾ cents	$3,823 20	
			12,982 rations meat, at 5 cents	649 10	
			15,322 rations flour, at 5¼ cents	804 40	
			2,284 rations whiskey, at 3½ cents	79 94	
			228 pounds candles, at 20 cents	45 60	
			605 pounds soap, at 10 cents	60 50	
			608 qts. vinegar, at 4½ cents	27 36	
					$5,490 10
			(H.) For the following provisions received by Camillus Griffith at Pensacola, per his receipt, dated 20th July, 1818, and for which the said Griffith is accountable, under his contract, dated 5th Novem. 1817, viz.		
			Brought to the debit of Griffith. 36,268 complete rations at 14¾ cents		5,349 53

Amount brought down -	-	$141,078 24	(N.)		
			For this amount allowed him in addition to the New Orleans price of the ration by the Secretary of War, on 75,000 rations at Pensacola, in lieu of transportation, expenses, and every other circumstances connected with the supply of provisions at that place, (see the Secretary's letter of 5th Nov. 1818,) say 5 cents 5 mills and 4 10th	4,155	19,497 26
			(O.) *By appropriation of subsistence.* For amount of transportation for provisions from Camp Montgomery to Fort Crawford, in Feb. and March, 1818, per acc. and vouchers on file - - -	817	817
					$139,349 24
Balance due the U. States per contra - - -	-	$1,729	Balance due the U. States	-	1,729
					$141,078 24

TREASURY DEPARTMENT,
Third Auditor's Office, Nov. 10, 1818.
Stated by JNO. ABBOTT, Clk.

SECOND COMPT.'S OFFICE, *March* 22, 1819.
Cor. J. SEAVER.

United States vs. Orr's Administrator. 12 ~~21~~

DR. *Benjamin G. Orr, for Brigade of Militia, in account with the United States.* CR.

To Benj'n G. Orr, under contract of 21st Nov., 1816, for amount due him on this account, transferred to his credit in account for subsistence, under contract aforesaid	–	$990 50	*By appropriation for brigade of militia.* For amount of provisions issued from 1st June, 1817, to 31st May, 1818, to militia at sundry places not particularly designated in his contract, as per general abstract on file, with his account for subsistence	720 04	
			For an additional allowance for the cost of transportation on the aforementioned provisions, making an increase in the price of the rations of 5 cents 5 mills and $\frac{4}{10}$, per statement on file, and admitted by the Secretary of War, viz.		
			On the above of $720\frac{4}{100}$, equal to 4,882 complete rations, at 5 cents $5\frac{4}{100}$ mills.	279 46	
					$990 50

TREASURY DEPARTMENT, *Third Auditor's Office, November* 10, 1818.

Stated by JOHN ABBOTT, *Clerk.*

SECOND COMPTROLLER'S OFFICE, *November* 14, 1818.

Cor. J. SEAVER.

DR. *Benjamin G. Orr, for Fortifications, in account with the United States.* CR.

To Benjamin G. Orr, under contract 21st Nov., 1816, for amount due him on this account, transferred to his credit on account for subsistence under contract aforesaid	--	$785 43	*By appropriation for fortifications.* For amount of provisions issued at Fort St. John, from 1st July, 1817, to 31st March, 1818	711 98	
			For amount of 498 complete rations, issued to D. in July, 1817	73 45	
					$785 43

TREASURY DEPARTMENT, *Third Auditor's Office, November* 10, 1818.

Stated by JOHN ABBOTT, *Clk.*

SECOND COMPT.'S OFFICE, *November* 14, 1818.

Cor. J. SEAVER.

United States vs. Orr's Administrator. 12455. 29

Difference arising on the examination of the general abstract of provisions issued by Benjamin G. Orr, under his contract for the State of Louisiana, Mississippi Territory, &c. dated 21st November, 1816:

Amount of supplies, per his own statement - -		$106,268 40
Amount admitted thereon, see abstract A. - - -		99,869 58
Difference - - - - - - - -		6,398 82

Difference arising as follows:

Amount of provisions placed in deposite at Baton Rouge, on 31st May, 1818, has been suspended, the voucher being insufficient, viz.

10,000 complete rations, at 14⅜ cents - -	$1,475 00		
1816 rations meat, " 5 " - -	90 80		
24,069 " flour, " 5¼ " - -	1,263 62		
31,427 " whiskey, " 3½ " - -	1,099 94		
33 pounds candles, " 20 " - -	6 60		
847 " soap, " 10 " - -	84 70		
590 quarts salt, " 6 " - -	35 40	Admitted.	
		4,056 06	

The following provisions, issued to Indian interpreter, and to Indians, at the agency at Fort Claiborne, (Natchitoches,) between 1st June, 1817, and 31st May, 1818, have been disallowed. All supplies made in the Indian department are to be adjusted by the 5th Auditor, viz.

2,190 comp. rations, at 15½ cents - -	$339 45		
3,225 rations meat, " 5¼ " - -	177 37		
3,172 " flour, " 5½ " - -	174 46	To be admitted	
150 " whiskey, " 3½ " - -	5 25	by 5th Auditor.	
		$696 53	
Amount of 38 complete rations, issued to children at Fort Claiborne, in November and December, 1817, are disallowed, not being authorized by law, at 15½ cents - -		5 89	
Amount of 3¼ cents per ration overcharged in the price of the ration issued at Fort St. John, say on 4,827 issued to laborers, between 1st July, 1817, and 31st March, 1818 -		156 88	
Amount of 1¾ cents per ration, overcharged on 6,772 comp. rations issued at Natchez and Washington, from 1st June, 1817, to 31st May, 1818 - - - - -		118 51	

On the provisions issued at the several places not particular designated in the contract, Mr. Orr has charged the prices for Fort Claiborne, but which have been admitted at the price for New Orleans, making a difference as follows:

On 222,840 complete rations, at ¾ cents - -	$1,671 30	
On 40,844 rations flour, " ¼ " - -	102 12	
		$1,773 42
Dolls.		6,807 29

1267.

Errors, overcharges, &c.

6 comp. rations, overadded in general abstract, in the issues at New Orleans, St. John, and Baton Rouge, at 14¾ cents - - -	$ 88	
6 rations whiskey, overcharged for N. Orleans, for January, 1818, at 3½ cents - -	21	
Fort St Philip, 591 complete rations overcharged for February and May, 1818; Fort Charlotte, 10 complete do. for December, 1817, March and April, 1818—601 comp. rations, at 15 cts.	90 15	
Do. 50 rations meat overcharged for March, 1818, at 5 cts.	2 50	
	93 74	6,807 29
Natchez and Washington, 1,000 comp. rations overadded. Bay St. Louis, 15 do. overcharged for Oct. 1817. Camp Montgomery, 68 do. do. for do. and for April, 1818. Camp Montpellier, 4 do. do. for do. Camp Big Spring, 2 do. do. for Dec. 1817—1089 comp. rations. *Deduct*—Fort Bowyer, for June, 1817, 822 stor. ch'd. Big Spring, for Feb'y, 1818, 14 do. Short added in general abstract, on issues at places not particularly designated, 100—936. 153 comp. rations, at 15½ cts. - -	23 71	
Camp Montgomery, for Sept. 1817, 69 rations whiskey overcharged, at 3½ - - -	2 41	
Do. in deposite, 140 quarts salt, and overadded 4 do.—144 quarts salt, at 6 cents - -	8 64	
		128 50
	Dolls.	6,935 79

From which deduct the following errors, &c. in his favor:

New Orleans, 8 quarts salt, omitted for July, 1817, at 6 cts. - - - -	48	
Fort St. John and Baton Rouge, 81 lbs. candles, omitted between 1st Aug. 1817, and 31st May, 1818, at 20 cents - - - -	16 20	
18 lbs. soap, short added for Petitte Coquille, St. Philip, and Charlotte, at 10 cts. - -	1 80	
Short charged in the deposites made at Fort St. John, 5⅓ rations meat, at 5 cts. $ 26		
111⅑ " flour, " 5¼ " 5 85—	6 11	
This sum short calculated, at the price charged by himself on the issues to the laborers at Fort St. John - - - - - -	10 00	
Petitte Coquille, 49 rations whiskey omitted for July, 1817, at 5½ cts. - - -	1 71	
Pass Christian, 62 complete rations short charged for Sept. and Nov. 1817—1 do. short added in general abstract—63 comp. rations, at 15 cents	9 45	

Fort Charlotte, 4 quarts salt omitted for March, 1818, at 6 cts. - - - -	24	
158 lbs. soap, short added in the issues at Coquille, St. Philip, &c. - - -	15 80	
Amount of ½ cent per ration, on 5,141 rations meat, issued at Fort Claiborne, short charged -	25 70	
Camp Ann, 27¾ rations meat, short charged for March and April, 1818, at 5 cts. - -	1 39	
Fort Crawford, short charged for Oct. 1817, 293 rations flour—short charged in general abstract, 4½ do.—297½.		
Deduct—Overcharged for Camp Montgomery, for Sept., 139¾—157¾ rations flour, at 5¼ cts.	8 28	
Camp Ann, short charged for March, 1818, 200 rations whiskey; Camp Montgomery, do. June, 1817, 216 do.; Fort Bowyer, do. Jan. 1818, 43 do.—459 rations whiskey, at 3½ cts. - -	16 06	
Fort Montgomery, short charged in deposite, 400 lbs. candles; short added, 14 do.—414 lbs. candles, at 20 cts. - - - -	82 80	
Omitted in the deposites at Camp Ann, 300 lbs. soap, 10 cts. - - - - -	30 00	
Do. in the issues at do., 98½ quarts salt, at 6 cts.	5 91	
Do in do. at Fort Montgomery, in June and Sept. '17, 10 qts. vinegar; short added, 100½ do.—110½ qts., at 4½, - - -	4 96	
	236 89	
		6,935 79
Short calculated on 1,548¾ quarts salt, in his general abstract - - - -	09	
Short added in the total amount of issues, in his general abstract - - - -	300 00	
		536 98
Difference required - - - -	-	6,398 81

TREASURY DEPARTMENT,
Third Auditor's Office, Nov. 10th, 1818.

(S.)—No. 3,596.

TREASURY DEPARTMENT,
Third Auditor's Office, Nov. 10th, 1818.

I certify that I have examined and adjusted the account of Benjamin G. Orr, for supplies furnished under his contract, dated 21st November, 1816, for State of Louisiana, Mississippi Territory, &c. from 1st June, 18 7, to 1st June, 1818, and find that he is chargeable with the following sums, viz.

Amount of warrants on the Treasurer.

Amount transferred from the books of the 2d Auditor -	$83,332 78
This amount standing to his debit on said books, in his contract aforesaid - - - - - -	45,000 00
Amount of provisions received by him - - -	12,745 46
Dolls.	141,078 24

And find that he is entitled to the following credits, viz.

Subsistence of the army.

For amount of provisions issued under his contract aforesaid, from 1st June, 1817, to 1st June, 1818, including the amount of deposites made by him at the expiration of said contract - - - - - - - -	104,634 66
For an additional allowance made him by the Secretary of War, for the cost of transportation of the provisions issued at the several places not particularly designated in said contract - - - - - - - -	14,765 43
Amount of issues to the troops at Pensacola, after the expiration of his contract, including the deposites to his successor, with additional allowance for the same by the Secretary of War - - - - - - - -	18,173 22
	137,573 31
Amount of issues to brigade of militia - - -	990 50
Amount of issues for fortifications - - - -	785 43
	139,349 24

Leaving him indebted to the United States in the sum of seventeen hundred and twenty-nine dollars, under his aforesaid contract, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

(Signed) PETER HAGNER, *Auditor.*

To RICHARD CUTTS, Esq.
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this twenty-second of March, 1819.

(Signed) RICHARD CUTTS, *Second Comptroller.*

Benjamin G. Orr, under his contract for Louisiana, &c. dated 21st November, 1816, in account with the United States.

DR. 350. CR.

1818. Nov. 10	To balance due the U. S. per settlement of this date (A)	–	$1,729	*By warrants in favor of the Treasurer.*		
	To appropriation for subsistence.			For amount of warrant No. 196, refunded by him to the Treasurer of the U. States	–	$707 31
	For amount of provisions received at Fort Crawford between 31st May and 31st August, 1817, by John Huff, his agent at that post, and omitted to be credited by the contractor in his account rendered at this office, amounting, as per vouchers transmitted by Capt. Vashon, on file herewith, as follows, viz.			By balance due the U. States	–	3,061 57
	15,471 1/15 rations meat, at 5 cts.	773 59				$3,768 88
	16,725 3/5 do flour, at 5½ "	878 7				
	15,784 do whiskey, at 3½	552 44				
	844 pounds soap, at 10 cents	84 40				
	358 do candles, at 20 "	71 60				
	720 quarts salt, at 6 cents	43 20				
	448 do vinegar, at 4½ cents	20 16				
		2,423 46				
	Deduct 12½ per cent. for wastage $302 93					

Deduct on the remaining balance, being $2120\frac{53}{100}$, equal, at $14\frac{3}{4}$ cents, to 14,376 rations, at one cent per ration, as a premium for issuing the same	143 76	
		446 69
		1,976 77

(B.)

For the following provisions remaining due to the hospital of the 4th reg't. at Montpellier, on 26th Sept. and 11th October, 1817, agreeably to the due bills transmitted to this office per letter of T. W. Brady, dated 21st Nov. 1818, viz.

577 rations whiskey, at $3\frac{1}{2}$ cents	$20 20	
75 rations flour, at $5\frac{1}{2}$ cents	4 12	
13 quarts vinegar, at $4\frac{1}{2}$ cents	58	
	24 90	

(C.)

Amount of due bills given by the contractor's

By balance brought down — 3,768 88

Dr. *Benjamin G. Orr in account with the United States*—Continued. Cr.

agent at Fort Montgomery, to 30th Sept., 1817, as per statement of Capt. Allison, viz.				By balance brought over	–	$3,768 88
32 pounds soap, at 10 cents	$3 20					
16 pounds candles, at 20 cts.	3 20					
324 quarts vinegar at 4½ cts.	14 58					
	20 98					
To which add the transportation as above mentioned	45 88					
$45\frac{88}{100}$, equal, at 14¾ to 311 rations, at 5 cts. $5\frac{4}{10}$ mills	17 23	63 11	2,039 88			
"On the adjustment of the acc. of Mr. Orr, on 10th Nov. 1818, a credit was given him by authority of the Secretary of War, for the transportation of provisions issued at the above place, as here stated."			$3,768 88	By balance brought down	–	$3,768 88
To bal'ce due the U. S. pr. con.		–	$3,061 57			

Treasury Department, *Third Auditor's Office*, *May* 11, 1819.—Stated by WM. S. WILKIN, *Clk.*

Second Comptroller's Office, *May* 12, 1819.—Ex'd. by JOS. HINKLEY, *Clk.*

No. 4,957.

TREASURY DEPARTMENT,

Third Auditor's Office, May 11th, 1819.

I certify that I have examined and adjusted the account of Benjamin G. Orr, under contract of 21st Nov. 1816, and find that he is chargeable with the following sums, viz.

For balance due the U. S. on settlement of his account, 10th November, 1818	$1,729	
For provisions received by him at Fort Crawford, between 31st May and 31st August, 1817	1,976	77
For amount of due bills for retained parts of rations brought to his debit	63	11
	$3,768	88
And that he is entitled to credit for amount of warrant No. 196, refunded by him to the Treasurer of the United States	707	31
	$3,061	57

Leaving him indebted to the United States in the sum of three thousand and sixty-one dollars and fifty-seven cents, on account of subsistence under his contract of 21st. Nov. 1816.

As appears from the statement and vouchers herewith transmitted, for the decision of the Second Comptroller of the Treasury thereon.

(Signed) PETER HAGNER, *Auditor.*

To RICHARD CUTTS, Esq.
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 12th day of May.

(Signed) RICHARD CUTTS,
Second Comptroller.

Dr. *Benjamin G. Orr, under his contract dated 21st November, 1816, in account with the United States.* Cr.

971.

	Subsistence.	Total.		Subsistence.	Total.
To general account of moneys advanced.			*By general account of moneys advanced.*		
1819, May 12—for balance due the U. S. on settlement of this date	–	3,061 57	For the following provisions, issued under his contract aforesaid, at a camp near the mouth of Cypress creek, Alabama Territory, to the troops under command of Captain Lewis B. Willis, in June and July, 1817, viz.		
(A.)			Comp. rat's. Rat's. whiskey.		
For the following provisions, remaining on hand on 1st June, 1818, at the Barrancas, from the Spanish commissary, by Capt. A. L. Sands, and by him turned over to the contractor, (B. G. Orr,) as per statement on file, with Capt Sands's letter of 9th August, 1819, herewith, and for which the said contractor is accountable, under his contract of the 21st November, 1816, viz.			(B.) 2,034½ 820 issued in June, 1817 (C.) 1,910 1,116 issued in July, 1817 3,944½ complete rations, at 14⅔ cents 1,936 rat's. whiskey, at 3½ cents	581 82 67 76	649 58
100 barrels flour, containing 17,422⅔ rations; 986 pounds bread, equal to 876⅘ do.—18,298⅘ rations flour, at 5¼ cents	960 68		By balance due the United States.	–	3,654 46
8 barrels pork, containing					$4,304 04

2,133⅓ rations; 3½ do. beef, do. 560 do.—2,693⅓ rations meat, at 5 cts.		134 67			
2 boxes candles, estimating 30 lbs. each, is 60 lbs. candles, at 20 cts.		12			
	Dollars	1,107 35			
Deduct 12½ per cent. for wastage	$138 40				
Do. on the remaining balance, being $968 95, equal at 14¾ cents, (the New Orleans price of the ration,) is 6,569 rations, at 1 cent per ration for issuing	65 69				
		204 09			
	Dollars	903 26			
To which is added, 5 cents 5 mills and $\frac{4}{10}$ per ration, being the same allowances made him on his issues, in addition to the New Orleans price of the ration, and in lieu of transportation expenses, and every other circumstance connected with the supply of provisions at the above place,			Amount brought down	-	4,304 04

DR. *Benjamin G. Orr's account with the United States*—Continued. CR.

		Subsistence	Total.		Subsist·nce.	Total.
	agreeably to the letter of the Secretary of War, dated 5th Nov. 1818, viz.			By amount brought over	–	$4,304 04
	$903 26, equal, at 14¾ cents, 6,123 rations, at 5 cents 5 4/10 mills	339 21				
			1,242 47			
	Dollars		4,304 04	By amount brought down	–	4,304 04
	To balance due the United States, per contra	–	$3,654 46			

TREASURY DEPARTMENT, *Third Auditor's Office, Aug.* 18, 1820
Stated by JNO. ABBOTT.

SECOND COMPTROLLER'S OFFICE, *August 19th*, 1820.
Ex'd by JOS. HINKLEY.

/257

No. 7,693.

TREASURY DEPARTMENT,
Third Auditor's Office, August 18th, 1820.

I certify that I have examined and adjusted the account of Benjamin G. Orr, under his contract dated 21 November, 1816, and find that he is chargeable as follows, viz.

To general account of moneys advanced:		
Balance due the U. S. on settlement of his account under said contract, made on the 12th May, 1819 - - - -	$3,061	57
For amount of provisions received from the Spanish commissary at the Barancas by Lieut. A. L. Sands, and by him turned over to the contractor, who is accountable for the same -	1,242	47
Dls.	4,304	04
And that he is entitled to a credit for provisions, issued under his said contract to the stationed at a camp near the mouth of Cypres creek, Alabama ferry, under command of Capt. Willis, in June and July, 1817, amounting to - - -	649	58
Dls.	3,654	46

Leaving him indebted to the United States in the sum of three thousand six hundred and fifty-four dollars and forty-six cents—as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

(Signed) PETER HAGNER, *Auditor.*

To RICHARD CUTTS, Esq.,
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 20th day of August, 1820.

(Signed) RICHARD CUTTS,
Second Comptroller.

TREASURY DEPARTMENT,
3d Auditor's Office, December 16, 1820.

Pursuant to an act to provide for the prompt settlement of public accounts, approved 3d March, 1817, I, Peter Hagner, Third Auditor of the Treasury of the United States, do hereby certify that the foregoing transcripts are true copies of the originals on file in this office.

PETER HAGNER, *Aud.*

Be it remembered, that Peter Hagner, esquire, who certified the foregoing transcripts, is now, and was at the time of doing so, Third Auditor of the Treasury of the United States, and that faith and credit are due to his official attestations

In testimony whereof, I, William H. Crawford, Secretary of the United States, have hereunto subscribed my name, and caused to be affixed the seal of this Department, at the city of Washington,

[SEAL.]

this sixteenth day of December, in the year of our Lord one thousand eight hundred and twenty.

WM. H. CRAWFORD,
Secretary of the Treasury.

Teste: W. BRENT, *Clk.*

And whereas, afterwards, to wit, on the twelfth day of July, in the year of our Lord one thousand eight hundred and thirty-two, the said United States, by their attorney aforesaid, produced and filed in court here the United States' writ for the correcting of errors of and upon the judgment aforesaid, directed to the judges of the circuit court of the District of Columbia, in the county of Washington; and in pursuance thereof, and according to the form and effect of the law in such case made and provided, a transcript of the record of proceedings of the judgment aforesaid, and all things thereunto relating, with the writ of error aforesaid, and a copy of the appeal bond hereto annexed, is hereby transmitted to the said Supreme Court accordingly.

In testimony whereof, I hereunto subscribe my name, and affix the seal of the said circuit court for the county aforesaid, at the city of [SEAL.] Washington, this 26th day October, A. D. 1832.

WM. BRENT,
Clk Circuit Court Dis't Col'a, Co'ty of Wash'n.

Writ of error. UNITED STATES OF AMERICA.

The President of the United States to the judges of the circuit court of the United States for the District of Columbia, sitting for the county of Washington, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said court, before you or some of you, between the United States of America, plaintiffs, and Walter Jones, administrator de bonis non of Benjamin G. Orr, defendant, a manifest error hath happened to the great damage of the said United States, as by their complaint appears; we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, and all things concerning the same, to the Supreme Court of the United States, together with this writ; so that you have the same at Washington on the second Monday of January next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of right, and according to the laws and the custom of the United States, should be done.

Witness, the honorable John Marshall, Chief Justice of the said Supreme Court.

Issued this 12th day of July, 1832.

[SEAL.] W. BRENT,
Clk C't C't Dis't Clo'a, Co'ty of Wash'n.

1259.

UNITED STATES OF AMERICA.

Citation. DISTRICT OF COLUMBIA, } ss.
County of Washington, }

To Walter Jones, administrator de bonis non of Benjamin G. Orr, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the second Monday of January next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the District of Columbia, in the county of Washington, wherein the United States of America are plaintiffs in error, and you defendant in error, to show cause, if any there be, why judgment rendered against the said United States, as in the said writ of error mentioned, should not be corrected; and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable William Cranch, chief judge of the circuit court for the District of Columbia, this 12th day of July, 1832.

Service acknowledged by Mr. Jones, the defendant.

Copy appeal bond. Know all men by these presents, that we, are held and firmly bound unto Walter Jones, administrator de bonis non of Benjamin G. Orr, in the full and just sum of two hundred dollars current money, to be paid to the said Walter Jones, administrator as aforesaid, his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made and done, we bind ourselves and each of us, and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this day of , in the year of our Lord one thousand eight hundred thirty .

Whereas, lately, at a circuit court of the United States for the District of Columbia, sitting for the county of Washington, wherein the United States of America were plaintiffs, and the said Walter Jones, administrator as aforesaid, was defendant, judgment was rendered against the said United States; and they having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit; and a citation directed to the said defendants, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington on the Monday of next.

Now, the condition of the above obligation is such, that, if the said United States shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void; else, to remain in full force and virtue.

Signed, sealed, and delivered, in the presence of

[SEAL.]
[SEAL.]

Copy. Teste:

W. BRENT, *Clk.*